

Copy to:
James E. Lang
11306 Davenport Street
Omaha, NE 68154

95-21992

55 DEC 19 PM 3:49

[Signature]
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$16.50
Ck *[Signature]*
Cash
Chg

25 STAMP
CASH

GRANT OF EASEMENT

Permanent Sanitary Sewer, Utilities
and Ingress and Egress Easement

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, WILTHAM PLACE LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Grantor", hereby grants and conveys to itself, the City of LaVista, Nebraska, all present and future owners of property within Lots 1 through 3, inclusive, Wiltham Place, a subdivision in Sarpy County, Nebraska, and the lessees, invitees, representatives, successors and assigns of such owners, hereinafter collectively referred to as "Grantees", a permanent sanitary sewer, utilities, and ingress and egress easement, in, through, over and under the parcel of land described as follows:

See Exhibit "A" attached hereto and by this reference made a part of this Easement for the legal description of the easement area (hereinafter the "Easement Area"),

for the following purposes:

1. Ingress and egress for the benefit of the Grantor and Grantees from and to Lots 1 through 3, inclusive, Wiltham Place, a subdivision in Sarpy County, Nebraska, Giles Road and all adjoining properties over the Easement Area.
2. The construction, reconstruction, maintenance and repair of a hard surfaced roadway within the Easement area.
3. The construction, reconstruction, maintenance and repair of a sanitary sewer line or main, water line or main, gas line or main, telephone lines, cable television lines, storm sewers, gas lines and any and all other utilities (hereinafter collectively referred to as "Utilities") within the Easement Area in order to serve the Property and the Grantor and Grantees.

The Grantor shall complete the initial installation of the roadway and Utilities. Thereafter, any reconstruction, maintenance or repair work shall be performed by the Grantees and shall be performed in a workmanlike manner, and upon completion of such work, the Grantees shall repair or restore any damage done by the Grantees as a result of such work, or as a result of any subsequent entry on the Easement Area.

95-219727

Except for the roadway and the Utilities, no other building, improvement or other structure shall be placed over the Easement Area by the Grantees, their successor or assigns, without the express written approval of the Grantor.

The Grantor does hereby warrant and confirm to the Grantees that it is the owner of the Easement Area and that it has the right to grant and convey this Easement in the manner aforesaid and that it shall warrant and defend this Easement to the Grantees, their successors and assigns, against any lawful claims and demands of all persons.

This easement runs with the land and shall run in favor of and be binding upon the respective assigns, successors, agents, lessees, invitees and representatives of the Grantor and Grantees.

DATED this 30th day of November, 1995.

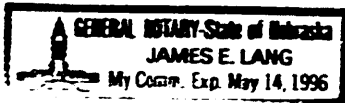
WILTHAM PLACE LIMITED PARTNERSHIP,
A NEBRASKA LIMITED PARTNERSHIP

By: Willard Construction Co., Inc.,
a Nebraska corporation, General
Partner

By: Willard I. Friedman
Willard I. Friedman, President

STATE OF NEBRASKA)
COUNTY OF Southern) SS.

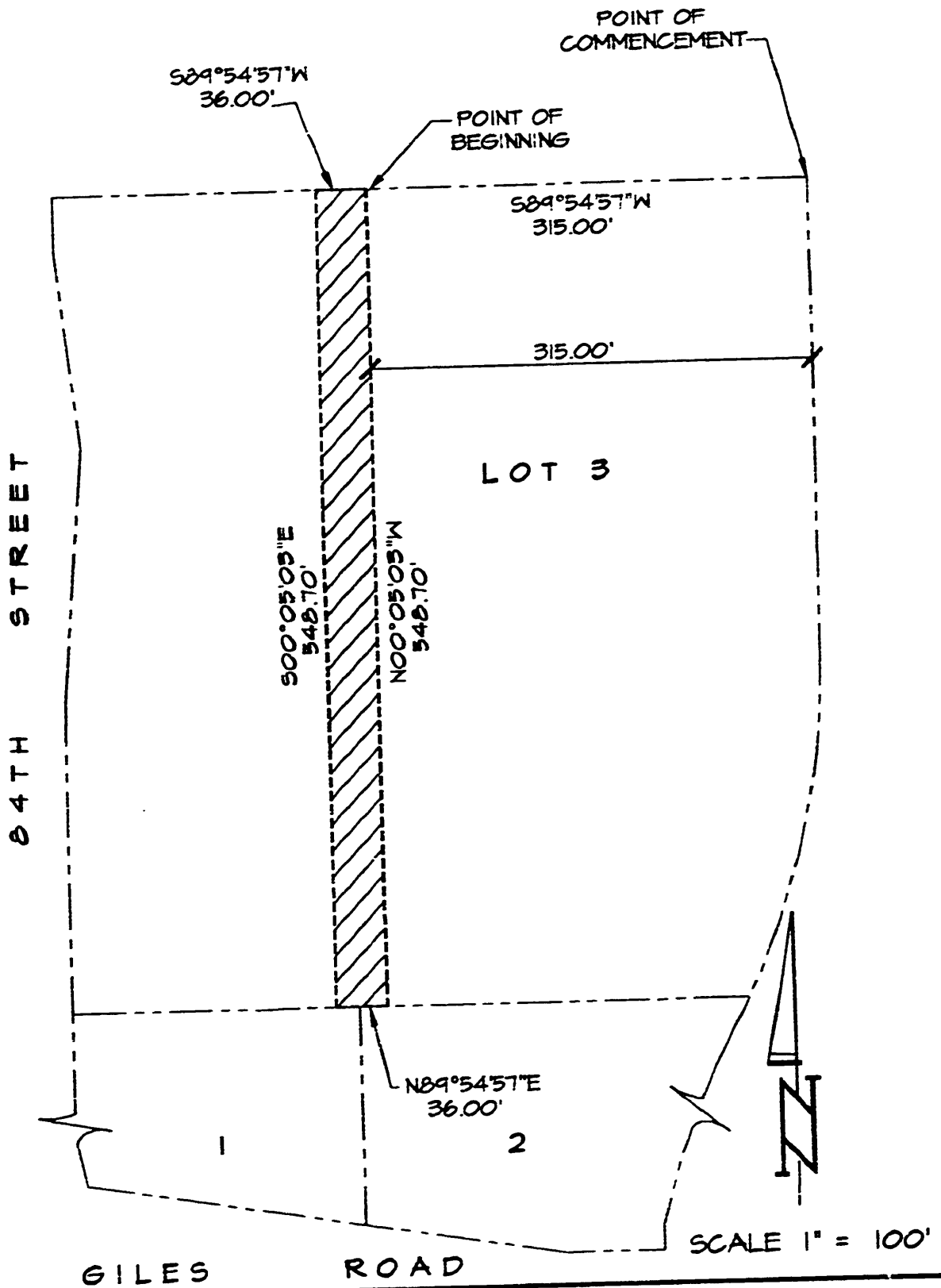
The foregoing easement was acknowledged on this 30th day of November, 1995, by Willard I. Friedman, the President of Willard Construction Co., Inc., a Nebraska corporation, the General Partner of Wiltham Place Limited Partnership, a Nebraska limited partnership, on behalf of such general partner and such partnership.



[Signature]
Notary Public

Survey of Lot 3, Wiltham Place
 and Improvement
 Exhibit "A"

75-210-101A



LEGAL DESCRIPTION

THAT PART OF LOT 3, WILTHAM PLACE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 3; THENCE $S89^{\circ}54'57''W$ (ASSUMED BEARING) 315.00 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING $S89^{\circ}54'57''W$ 36.00 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE $S00^{\circ}05'03''E$ 548.70 FEET ON A LINE 351.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF SAID LOT 3 TO THE SOUTH LINE THEREOF; THENCE $N89^{\circ}54'57''E$ 36.00 FEET ON THE SOUTH LINE OF SAID LOT 3; THENCE $S00^{\circ}05'03''E$ 548.70 FEET ON A LINE 315.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

Exhibit "A"